

**MONTGOMERY COUNTY, MARYLAND  
SOLICITATION AMENDMENT #1  
Open Solicitation #8725101002**

**August 31, 2007**

PAGE 1 OF 5  
FOR THE PROCUREMENT OF:  
**Recreation Officiating Services**

\*\*\*\*\*  
ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR.  
**FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT  
OFFER.**  
\*\*\*\*\*

DESCRIPTION OF AMENDMENT:

**Replace page 2 of Application Process with REVISED Page 2 (Application Process).**  
**Insert Page 5 in Application Process (Insurance)**  
**Replace page 2 of Exhibit B with REVISED Page 2 (Exhibit B).**  
**Insert Attachment F – Mandatory Insurance Requirements – Page F1)**

THERE ARE NO OTHER CHANGES

THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE  
ABOVE-CITED SOLICITATION.

ISSUED BY:

\_\_\_\_\_  
David E. Dise, Director  
Office of Procurement

NAME OF OFFEROR:

\_\_\_\_\_  
(Type or Print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN:

\_\_\_\_\_  
(Type or Print)

OFFEROR'S SIGNATURE:

\_\_\_\_\_ DATE \_\_\_\_\_

(K. DeLuca)

To review these documents, you may go to the Office of Procurement's website at <http://www.montgomerycountymd.gov/content/procurement/forms.asp>.

You may also be required to submit a Certificate(s) of Insurance in accordance with the Mandatory Insurance Requirements listed on page 5 of this document. The Division of Risk Management of the Department of Finance, reserves the right to revise the insurance requirements based on services provided.

The following provisions are applicable to this solicitation, and any contract awarded as a result of this solicitation:

1. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

2. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation.

3. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective applicants that the County has unlimited data rights regarding applications submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by applicants in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the applicant to clearly identify each part of his/her application that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The applicant agrees with regard to any portion of the application that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

**MANDATORY INSURANCE REQUIREMENTS**  
**(Officials – Referees Services)**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

**Commercial General Liability**

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

**Workers' Compensation/Employer's Liability - waive if officials are subcontractors**

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

**Additional Insured**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

**Policy Cancellation**

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

**Certificate Holder**

Montgomery County, Maryland  
Department of Recreation  
Attn: Rosalind Roberts  
4010 Randolph Road  
Silver Spring, MD 20902

## **Article 2- INSURANCE**

The Contractor must at all times maintain insurance, as specified in Mandatory Insurance Requirements (Attachment F), which are incorporated into and made a part of this Contract., these Requirements supersede the insurance requirements contained in Provision 21 of the General Conditions.

## **Article 3- COMPENSATION**

A. The County will pay fees to the Contractor as specified in Attachment A, subject to the following:

1. The County must pay the Contractor's compensation from the fees collected from the participants of the activity for which the Contractor is engaged. The County's liability to pay this compensation is limited to the amount paid to the County by the participants.
2. The Contractor must submit invoices to the Contract Administrator within 10 days after the end of each month for goods and/or services provided during that month. Invoices must be in a form acceptable to the County.
3. Payments that the Contractor is entitled to receive under this Contract are limited to the funds collected from participant fees.
4. The County will pay the fee specified in Attachment A for a forfeited game, or a game that is terminated early, unless there is no official present, the game was canceled with at least 24 hours notice, or a blanket cancellation (due to weather or other conditions) was duly announced. No fee will be due until a game protest is resolved.

B. Annual Price Adjustment: Prices quoted are firm for a period of one year after execution of the contract. Any requests for price adjustment, after this one year period, is subject to the following:

1. Approval or rejection by the Director, Office of Procurement or designee.
2. Must be submitted in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/service to the County under the contract terms.
3. Must be submitted sixty (60) days prior to the contract anniversary date.
4. May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
5. The County will approve only one price adjustment for each contract year, if a price adjustment is approved.
6. Should be effective sixty (60) days from the date of receipt of the contractor's request.

Must be executed by written contract amendment.

## **Article 4- CONTRACT ADMINISTRATOR**

The Contract Administrator for this Contract is:

Terry Blount-Williams, 4010 Randolph Road, Silver Spring, MD 20902 at (240) 777-6962.

## **Article 5-TERM**

The term of this Contract begins on \_\_\_\_\_, 200\_\_ and ends on \_\_\_\_\_, 20\_\_\_. This Contract becomes effective when signed by the Director, Office of Procurement.

**REVISED Page 2 (Exhibit B)**

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